

## AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Benaissance, LLC d/b/a WEX Health (hereafter called the "Contractor") that the contract on the subject of Premium Processing Services for the Health Benefit Exchange, effective July 1, 2015, is hereby amended effective November 1, 2016, as follows:

1. By deleting Attachment A Section III (Specialized Services) on page 6 of 54 of the Base Agreement, and substituting in lieu thereof the following Attachment A Section III:

### III. Specialized Services:

At the State Project Director's formal written request utilizing the work request form in Attachment J of the base agreement, the Contractor shall perform custom modifications or enhancements to the Benaissance ExchangePoint SaaS billing system, provide custom reports, research data issues, or accommodate other specific custom requests of this nature. All specialized services performed shall be invoiced in accordance with the rate card in Attachment B.

Contractor will devote the resources necessary to perform the work as described in the Work Request.

All work described in a Work Request will be completed within the month ordered unless otherwise stated therein.

2. By deleting Attachment A Section IV Requirements on pages 6 through 8 of 54 of the Base Agreement and substituting in lieu thereof the following Attachment A Section IV:

- a. **Base Services:** The Contractor shall perform the following base services:

Ref Code	Category	Requirement Description
1	Monthly Reporting	Contractor shall provide a monthly report of SLA success/failure including capture methodology
2	Financial Reporting	Work with State to provide additional financial reports as defined by the State. Development of the reporting to be authorized via Specialized Services. Once in production, the report will be considered a standard production report and included in the base services
3	Error/Problem Resolution	Contractor Recognized abnormality communicated to SOV for resolution by both parties
4	Monthly Reconciliation Report	Contractor shall provide monthly reconciliation of custodial account.
5	Quarterly Reconciliation Report	Contractor shall provide data needed for finance and cash flow reporting.
6	Invoicing and Payment	Invoicing and Payment of Vermont Premium Assistance (VPA)/Vermont Cost Share Reduction (VCSR), as required

7	Invoicing and Payment	Invoice State Premium Subsidy to the State, to pay Issuers on the State's behalf, when premiums are remitted by an individual, as required.
8	Issuer Payment Reconciliation	Provide authorized Exchange users a method to review the Exchange financial records for payment discrepancies identified by the Issuer.
30	State Premium Subsidy and CSR	Invoice VPA and State CSR payment to the State, to pay Issuers on the State's behalf.
31	State Premium Subsidy and CSR	Collect VPA and State CSR payment and transmit to Issuer.
32	State Premium Subsidy and CSR	The system will perform the aggregation on a monthly basis.
33	State Premium Subsidy and CSR	Annually receive from the Exchange actual State CSR due amounts as calculated by the Issuers to reconcile against the advanced State CSR payments, at the individual level.
34	State Premium Subsidy and CSR	Provide electronic notification to Exchange for forwarding to the Issuers.
35	State Premium Subsidy and CSR	Quarterly, provide the data to the Exchange to support the reporting of the state premium subsidy payments that have not been forwarded to the Issuer due to a lack of matching premium payments from the individual.
36	Interface	Interface with the Exchange in order to receive enrollment and premiums data (e.g., members' share of the premium, advance premium tax credit (APTC), cost sharing reductions (CSRs), state premium subsidy amount(s), state CSR) for each family unit enrolled in coverage through the Exchange.
37	Customer Service	Provide support to the DHVA Premium Processing and Enrollment Team via phone and web. (Premium Processor will not be expected to provide live direct service to consumers or employers).
38	Customer Service	Transmit the family unit's complete premium payment for qualified health plans (QHP) to the Issuers weekly and last business day of the month.
39	Account Processing	Transmit the family unit's premium payment for public programs (e.g., Dr. Dynasaur) to the State Treasurer's bank account weekly and the last business day of the month.
40	Account Processing	Provide data daily to the Exchange to support the Exchange providing regular updates including "paid through date" reporting (834 'benefit coverage period') to the Issuers and the State's Medicaid Business Office.
41	Account Processing	Update the family unit's account as a result of the termination notice.
42	Account Processing	In the case the family unit has terminated coverage and has a balance outstanding; send the family unit any refunds due monthly.
43	Account Processing	Integrate with the Exchange system to allow family units to view their payment history and manage their account through the Exchange system.
44	System access	Provide access to the premium processing system for DVHA workers.
45	Record retention	Maintain books, records, documents, and other evidence of accounting procedures and practices of the premium processing program including fiscal recognition of APTCs, CSRs, State CSRs, state premium subsidy/(ies) for each benefit year for at least 10 years.
46	Weekly Finance Reporting	Prepare unallocated balance report weekly by member.

Contractor agrees to provide the Base Services at the cost set forth in Attachment B.

Contractor shall provide the state with an invoice of the base services performed each month in accordance with the Base Services section of the amended 2017 Budget in Attachment B.

The Parties agree that the contract total includes printing services up to \$10,000.00 per year. Should that amount be exceeded, Contractor must request pre-approval from the State's Contract Manager to be reimbursed more than \$10,000.00.

**b. Requirements**

The Contractor shall, at a minimum, provide State with Services that meet the tools and functionality requirements ("Requirements") set forth in the table below:

Ref Code	Category	Requirement Description "The system shall..."
9	Premium Payment Processing	Maintain lockbox for premium payments.
10	Premium Payment Processing	Receive and process premium payments according to established payment hierarchy.
11	Premium Payment Processing	Manage check and ACH processing for payment remittance
12	Premium Payment Processing	Record individual premium payment option, report results.
13	Premium Payment Processing	Aggregate individual premium payment amount itemized by billing cycle and by product.
14	Premium Payment Processing	Generate family unit invoices based on inputs provided by the Exchange.
15	Premium Payment Processing	Send Invoice notification to Individual for monthly premium payment using USPS mail or provide electronic file.
16	Premium Payment Processing	The invoice should include upcoming month's premium due and prior unpaid premium amounts and adjusted amounts.
17	Premium Payment Processing	Produce electronic or hard-copy monthly premium invoice for individual or family unit, itemized by product/program and summarized to one total amount
18	Premium Payment Processing	Collect premiums from each family unit on behalf of the Exchange.
19	Premium Payment Processing	Provide the ability for individuals and family units to pay premium via ACH Debit (Automated Clearing House) and debit/credit card in compliance with the Payment Card Industry Data Security Standards for public and private plans.
20	Premium Payment Processing	Support individuals making recurring or scheduled premium payments to the Exchange.
21	Premium Payment Processing	Receive and process premium payments from individuals and family units.
22	Premium Payment Processing	Track premium payment timing relative to the premium due date, and not the grace period end.
23	Premium Payment Processing	When electronic payment methods are used record payment type and premium payment amount and card surcharges, if any.

24	Premium Payment Processing	Track premium payments by individuals, including information related to payment type
25	Premium Payment Processing	Include adjustment to premium and balance forward amount on monthly invoices.
26	Premium Payment Processing	Provide process to update the individual account with an invoice adjustment as a result of a discrepancy resolution.
27	Premium Payment Processing	Provide appropriate data to the Exchange to support Customer Service workers in completing customer service requests pertaining to premium processing.
28	Premium Payment Processing	Provide data to the Exchange to support the Exchange developing and sending premium payment reports via EDI 834 and EDI 820 transactions to the Issuers.
29	Premium Payment Processing	The system will aggregate premium payments for each Issuer.

3. By deleting Attachment B (Payment Provisions) on pages 16 through 19 of 54 of the Base Agreement, as amended by Amendment 1 on pages 4 through 7 and substituting the following Attachment B beginning on page 6 of this Amendment:
4. By deleting Attachment C (Standard State Provisions for Contracts) on pages 20 through 24 of 54 of the Base Agreement as amended by Amendment 1 on pages 8 through 12 of 13, and substituting in lieu thereof the following Attachment C beginning on page 10 of this Amendment:
5. By Deleting Attachment D (Other Terms and Conditions) on pages 25 through 37 of 54 of the Base Agreement, and substituting in lieu thereof the following Attachment D beginning on page 17 of this Amendment:
6. By deleting Attachment F (Agency of Human Services' Customary Contract/Grant Provisions) on pages 38 through 42 of 54 of the Base Agreement, and substituting in lieu thereof the following Attachment F beginning on page 29 of this Amendment:
7. By deleting Section 9 on page 2 of the Base Agreement and substituting in lieu thereof the following Section 9:
  9. **Attachments.** This contract consists of 54 pages including the following attachments, which are incorporated herein:  
Attachment A - Specifications of Work to be Performed  
Attachment B - Payment Provisions  
Attachment C - Customary State Contract provisions  
Attachment D – Modification of Customary Provisions of Attachment C or Attachment F  
Attachment F - Customary Contract Provisions of the Agency of Human Services  
Attachment G – Business Partner Agreement  
Attachment J – Specialized Work Request  
Appendix I – Required Forms  
Exhibit A – Approved Special Services Work Requests under this Agreement

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment F
- 7). Attachment G
- 8). Attachment J
- 9). Exhibit A
- 10). Other Attachments

This amendment consists of 49 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#28670) dated November 3, 2015 shall remain unchanged and in full force and effect.

**STATE OF VERMONT**  
**DEPARTMENT OF VERMONT HEALTH ACCESS**

**CONTRACTOR**  
**BENAISSANCE, LLC D/B/A WEX HEALTH**

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CORY GUSTAFSON, COMMISSIONER      DATE

NOB 1 South, 280 State Drive  
Waterbury, VT 05671-1010  
Phone: 802-241-0239  
Email: [Cory.Gustafson@vermont.gov](mailto:Cory.Gustafson@vermont.gov)

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ROBERT DESHAIES, EXECUTIVE VICE PRESIDENT  
DATE

Address: 5050 Lincoln Dr., Suite 100  
Edina, MN 55436  
Phone: 949-682-5884  
Email: [Rdeshaies@evolution1.com](mailto:Rdeshaies@evolution1.com)

**ATTACHMENT B**

**PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Contractor invoices shall be submitted monthly and shall include the date of invoice submission to the State, an invoice number, dates of services performed, and amount billed for each budget line and total amount billed. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. Invoicing must contain a detail of services including dates and hours of work performed and rates of pay. Rates are fully inclusive of travel and expenses. No benefits or insurance will be reimbursed by the State.

Upon acceptance of the required reports and deliverables the Contractor shall invoice the State for services performed. Required Reports should be submitted to:

Lisa Schilling  
Financial Director III  
Department of Vermont Health Access (DVHA)  
NOB 1 South, 280 State Drive  
Waterbury, VT 05671-1010  
[Lisa.Schilling@Vermont.gov](mailto:Lisa.Schilling@Vermont.gov)

Invoices shall reference this contract number and be submitted electronically to:

Susan Whitney  
Contracts and Grants Administrator  
Department of Vermont Health Access (DVHA)  
NOB 1 South, 280 State Drive  
Waterbury, VT 05671-1010  
[Susan.Whitney@Vermont.gov](mailto:Susan.Whitney@Vermont.gov)

Work performed between November 1, 2016 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.

2. The total maximum amount payable under this contract shall not exceed **\$7,680,000**.

**STATE OF VERMONT, CONTRACT**  
**DEPARTMENT OF VERMONT HEALTH ACCESS**  
 Benaissance, LLC d/b/a WEX Health

**PAGE 7 OF 49**  
**CONTRACT #28670**  
**AMENDMENT #2**

**SFY 17 Estimated Budget**  
**Contract Period Beginning 07/01/16 and ending 06/30/17**

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3. **Per Person Per Month Costs:** Contractor shall be paid for services based on the following rates or schedule:

Description	Year 1 (7/2015 – 6/2015)	Year 2 (7/2016 – 6/2017)	Year 3 (7/2017 – 6/2018)
Monthly fee for each active Subscriber who receives a premium invoice and/or remits a payment in the VHC Individual Exchange including partial payment notices	\$5.74 Per Subscriber Per Month	\$5.90 Per Subscriber Per Month	\$6.07 Per Subscriber Per Month

4. **Base Services Fee:** Beginning November 1, 2016, the Base Service Fee shall be \$150,000 per month. Contractor shall provide resources necessary to meet all Base Service requirements listed in Attachment A. This will include work performed by the Engagement Manager, Account Manager, and Data Specialist role up to an equivalent of 1 FTE per role.

The Base Services Fee shall include up to \$10,000 per year in pass through charges related to mailing and printing. Contractor must request approval and receive authorization from the Contract Manager for the State for amounts in excess of \$10,000.00 in order to be reimbursed

5. **Specialized Services:** Contractor shall be paid for services based on the following rates or schedule:

With the exception of work specific to the Data Review and Correction, for any work formally requested and approved by State as defined in Attachment A, Contractor shall bill in accordance the following hourly rate card, which includes all travel expenses:

Rate Type (Role)	Rate
Technical (Architect, Developer, DBA, Infrastructure)	\$ 275.00
Analyst (Quality Assurance Analyst)	\$ 225.00
Executive	\$ 525.00

6. For any Data Review and Correction cases formally requested and approved by State as defined in Attachment A, Contractor shall bill in accordance the following hourly rate card which includes all travel expenses for work that exceeds a full FTE per week (40 hours per week) per roles included in the Base contract will be billed according the following rate table:

Rate Type (Role)	Rate
Analyst (Engagement Manager, Project Manager, Business Analyst)	\$ 150.00
Specialist (Data Specialist, Technical Writer, Relationship/Account Manager)	\$ 150.00

The Contractor agrees that rate type assigned to an employee shall not be changed during the term of this agreement. All invoices for Specialized Services billed at an hourly rate shall specify the dates and times of service and include a summary of services performed, unless the State requests work to be performed as a part of an official Change Request be paid for under the Specialized Services agreement.

7. **Expenses:** The fee for all services under this agreement shall be inclusive of expenses.



8. **Excused Performance.** If the Contractor's performance is delayed because of the State's failure to provide necessary information which the Contractor timely notified the State was needed, the time frame for the Contractor's performance obligations relating to the associated task will be extended accordingly.

9. **Work product and Deliverable Acceptance / Remediation.** All work products (deliverables) described in Sections II through IV of Attachment A are subject to review and approval by the State. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a Remediation Plan that the State and the Contractor will develop. The State may also require a remediation plan to address the Contractor's failure to meet the timelines or due dates defined for any work product or deliverables under this contract or a Work Request.

Work product may be deemed unacceptable by the State if it does not conform to the description provided or if the Contractor unreasonably fails to respond to State direction and input. Work required under a Specialized Service request may be deemed unacceptable by the State if it fails to meet the acceptance criteria listed in the work order. If there are no acceptance criteria specified, work product may be deemed unacceptable for any reason at the State's sole discretion.

Notwithstanding Items 4 through 6 of this Attachment B, work required under a remediation plan will be performed at no additional charge, or at a discounted rate agreed to by the State at its sole discretion.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any

such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II,

Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B.** Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**29. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**31. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**32. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(Revised 7/1/16 - End of Standard Provisions)



**ATTACHMENT D  
MODIFICATION OF CUSTOMARY PROVISIONS  
OF  
ATTACHMENT C OR ATTACHMENT F**

**1. ORDER OF PRECEDENCE; CONTRACTOR DOCUMENTATION.**

The parties specifically agree that any language or provisions contained in a Contractor Document is of no force and effect if such language or provisions conflict with the terms of Attachment C or Attachment D to this Contract. Further, in no event shall any Contractor Document: (a) require indemnification by the State of the Contractor; (b) waive the State's right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution; or (f) limit the time within which an action may be brought hereunder.

For purposes of this Attachment D, "Contractor Document" shall mean one or more document, agreement or other instrument required by the Contractor in connection with the performance of the services set forth in Attachment A hereto, regardless of format, including any paper or "shrinkwrap," "clickwrap" or other electronic version thereof.

No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in an amendment to this Contract.

**2. OWNERSHIP AND LICENSE IN DELIVERABLES**

**2.1 Contractor IP.**

Contractor shall retain all right, title and interest in and to all Contractor IP, including, but not limited to, any Contractor IP delivered to the State in accordance with Attachment A of this Contract. Should the State require a license for the use of Contractor IP in connection with the development or use of the Deliverables, the Contractor shall grant the State a royalty-free, revocable, nonexclusive license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor IP, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to any such Contractor IP that is incorporated into Work Product paid for, in full by the State.

The State may not use Contractor IP for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, the State shall return or destroy all Contractor IP and all copies thereof, and the State shall have no further right or license to such Contractor IP.

Except as set forth herein, the State acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use Contractor IP for its own purposes. In no event shall the State claim any security interest or ownership interest in Contractor IP.

Nothing in this Contract shall be construed to transfer, convey, restrict, impair or deprive Contractor of any of its ownership or proprietary rights or interest in any Contractor IP, work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements, computer processes, specifications, operating instructions, notes, and any other documentation (whether or not patentable) created by Contractor prior to, after or, other than Work Product, during the provision of the Services and the delivery of Work Product or which has been independently developed by Contractor without use of or reference to any State Information (hereinafter, "Contractor Property"). Contractor Property will not be incorporated into any Work Product unless otherwise agreed to by the State and Contractor in a separate Attachment to the Contract. Contractor retains all right, title and interest in and to Contractor IP and except for the specific license relating to the receipt of Contractor Services granted to the State hereunder and ownership by the State of Work Product, nothing shall or shall be construed as granting to the State and/or any third party any right or license under any of Contractor's present or future

Contractor IP, or as granting to the State and/or any third party any right or license to use for any purpose other than those purposes expressly stated herein any Contractor Property or any other Contractor resources or Contractor facilities or other Contractor proprietary items received, discovered or produced by Contractor in connection with the Services nor shall or shall be construed to restrict, impair, transfer, license, convey or otherwise alter or deprive Contractor of any of its rights or proprietary interests therein, all of which are hereby expressly reserved.

## **2.2 State Intellectual Property; User Name**

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “**State Intellectual Property**”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall Contractor claim any security interest in State Intellectual Property.

## **2.3 Work Product**

All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor IP or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State’s internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State’s obligations with respect to Confidential Information, authorize others to do the same on the State’s behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If Contractor is operating a system or application on behalf of the State of Vermont, then Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

### **3. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING**

#### **3.1 Confidentiality of Contractor Information.**

The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to Contractor, and which gives Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information.

The State agrees that (a) it will use Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

#### **3.2 Confidentiality of State Information.**

In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law. In addition to the provisions of this Section, the Party shall execute the HIPAA Business Partner Agreement attached as Attachment F. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided an executive summary of such policy

to the State. State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all information received and collected by Contractor in connection with this Contract ("State Data"). The Contractor agrees not to publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall use State Data only for the purposes of and in accordance with this Contract. The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

### **3.3 Security of State Information.**

The Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 3 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

### **3.4 Back-Up Policies.**

The Contractor's back-up policies have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

### **3.5 Security Breach Reporting.**

The Contractor acknowledges that in the performance of its obligations under this Contract, it will be a "data collector" pursuant to Chapter 62 of Title 9 of the Vermont Statutes (9 V.S.A. §2430(3)). In addition to the requirements set forth in the Business Partner Agreement as may be attached to this Contract, in the event of any actual or suspected security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (including PII, PHI or ePHI) in any format or media, whether encrypted or unencrypted (for example, but not limited to: physical trespass on a secure facility; intrusion or hacking or other brute force attack on any State environment; loss or theft of a PC, laptop, desktop, tablet, smartphone, removable data storage device or other portable device (; loss or

theft of printed materials; or failure of security policies) (collectively, a “Security Breach”), and in accordance with 9 V.S.A. § 2435(b)(2), the Contractor shall immediately notify appropriate State personnel of such Security Breach.

The Contractor’s report shall identify: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes, HIPAA and/or HITECH) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor’s security obligations or other event requiring notification under applicable law (“Notification Event”), the Contractor agrees to fully cooperate with the State, assume responsibility for such notice if the State determines it to be appropriate under the circumstances of any particular Security Breach, and assume all costs associated with a Security Breach and Notification Event, including but not limited to, notice, outside investigation and services (including mailing, call center, forensics, counsel and/or crisis management), and/or credit monitoring, in the sole determination of the State.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

#### **4. SUBCONTRACTORS**

Contractor shall be responsible for directing and supervising each of its subcontractors and any other person performing any of the Services under an agreement with Contractor. Contractor shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing any of the Work under an agreement with Contractor or any subcontractor.

#### **5. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

**5.1 General Representations and Warranties.** The Contractor represents, warrants and covenants that:

(i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.

(ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor’s ability to fulfill its obligations under this Contract.

(iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.

(iv) The Contractor owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the Services and provision of the deliverables as set forth in this Contract and none of the deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party, to the best knowledge of the Contractor after due inquiry.

(v) The Contractor has adequate resources to fulfill its obligations under this Contract.

**5.2 Contractor's Performance Warranties.** Contractor represents and warrants to the State that:

- (i) All deliverables will be free from material errors and shall perform in accordance with the specifications therefor.
- (ii) Each and all of the services shall be performed in a timely, diligent, professional and workpersonlike manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of the State hereunder, the Contractor shall re-perform any services that the State has determined to be unsatisfactory in its reasonable discretion, or the Contractor shall refund that portion of the fees attributable to each such deficiency.
- (iii) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (iv) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

**5.3 Limitation on Disclaimer.** The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

**5.4 Effect of Breach of Warranty.** If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide at no additional cost of any kind to the State, the maintenance required.

## **6. PROFESSIONAL LIABILITY INSURANCE COVERAGE**

*Professional Technology Liability Coverage:* Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional technology liability insurance to cover errors and omissions arising out of any and all services performed under this Agreement, with minimum coverage of \$1,000,000 per occurrence, and \$3,000,000 aggregate and first party Breach Notification Coverage of not less than \$2,000,000.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

## **7. SOVEREIGN IMMUNITY**

The Contractor acknowledges that the State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Contract.

## **8. DISPUTE RESOLUTION**

**8.1 Governing Law; Jurisdiction.** The Contractor agrees that this Contract, including any Contractor Document, shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or the Contractor in connection with this Contract shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit.

The Contractor irrevocably submits to the jurisdiction of such court in respect of any such action or proceeding. The State shall not be liable for attorneys' fees in any proceeding.

**8.2 Contractor Default.** The Contractor shall be in default under this Contract if Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided in this Contract, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) days after delivery of the State's notice period, or such longer period as the State may specify in such notice.

**8.3 State Default.** State shall be in default under this Contract if State commits any material breach or default of any covenant, warranty, or obligation under this Contract and State fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

**8.4 Continuity of Performance.** In the event of a dispute between the Contractor and the State, each party will continue to perform its obligations under this Contract during the resolution of such dispute unless and until this Contract is terminated in accordance with its terms. Notwithstanding these provisions, if sixty (60) days have passed and the State has not delivered payment to Contractor for all undisputed, invoiced amounts, Contractor may suspend services until payment has been made in full for all such undisputed, invoiced amounts.

## **9. REMEDIES FOR DEFAULT**

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

## **10. TERMINATION**

**10.1 Termination Assistance.** Upon nearing the end of the final term of this Contract, and without respect to either the cause or time of such termination, the Contractor shall take all reasonable and prudent measures to facilitate the transition to a successor provider, to the extent required by the State. The Contractor shall, at any time during the six (6) months preceding termination, provide such information about the System as will be reasonably required by the State and/or the successor for purposes of planning the transition. The Contractor shall immediately provide historical records to the State in a form acceptable to the State for the preceding seven years.

The Contractor agrees, after receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:

1. Stop work under the Contract on the date, and to the extent, specified in the notice;
2. Immediately deliver copies of all subcontracts and all third party contracts executed in connection with the performance of the Services;
3. Place no further orders or subcontracts for Services, except as may be necessary for completion of such portion of the work under the Contract that is not terminated as specified in writing by the State;
4. Assign, to the extent applicable or as the State may require, all subcontracts and all third party contracts executed in connection with the performance of the Services to the State or a successor provider, as the State may require;
5. Perform, as the State may require, such knowledge transfer and other services as are required to allow the Services to continue without interruption or adverse effect up until the date of termination and use reasonable efforts to facilitate orderly migration and transfer of the services to the successor provider (if applicable, transition services and all obligations and fees relating

to such transition services shall be mutually agreed to by the State and Contractor and detailed in a separate Attachment to the Contract);

6. Complete performance of such part of the work as shall not have been terminated; and
7. Take such action as may be necessary, or as the State may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest and to transfer that property to the State or a successor provider.

Contractor acknowledges that, if it were to breach, or threaten to breach, its obligation to provide the State with the foregoing assistance, the State would be immediately and irreparably harmed and monetary compensation would not be measurable or adequate. In such circumstances, the State shall be entitled to seek such injunctive, declaratory or other equitable relief as the State deems necessary to prevent such breach or threatened breach, without the requirement of posting any bond. If the court should find that Contractor has breached (or attempted or threatened to breach) any such obligations, Contractor agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, Contractor will not oppose the entry of an order compelling its performance and restraining Contractor from any further breaches (or attempted or threatened breaches).

**10.2 Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time. The return of property to the State shall be at the cost of the Contractor.

At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely destroy data (including archival backups) from the Contractor's equipment that contains individually identifiable records. In the event that Contractor believes that the destruction of data is not possible, Contractor shall provide the State notification of any conditions that Contractor believes make the return or destruction of certain data infeasible. If the State agrees that return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such data and limit further uses and disclosures of such data to those conditions that make the return or destruction infeasible for so long as Contractor maintains such data.

**10.3 No Waiver of Remedies.** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

**10.4 Contractor Bankruptcy.** Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

## **11. ACCESS TO STATE DATA**

Within ten (10) business days of a request by State, the Contractor will make available to State a complete and secure (i.e. encrypted and appropriately authenticated) download file of State Intellectual Property and State Data in a format acceptable to State including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The complete and secure download file shall be at the expense of the contractor. *Provided, however,* in the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself



of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Intellectual Property and State Data to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Data. For purposes of clarification and the avoidance of doubt, State Data does not include Work Product that the State has not paid for in full, and State Data does not include Contractor IP.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

## **12. STATE FACILITIES**

**12.1** During the term of this Contract, the State may make available to Contractor space in any State facility applicable to the Services, subject to the conditions that Contractor: (i) shall only use such space solely and exclusively for and in support of the Services; (ii) shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases, security, use and rules and agreements applicable to the State facilities; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all policies and procedures governing access to and use of State facilities that are provided to Contractor in writing; (vi) instruct Contractor personnel not to photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of this Contract, ordinary wear and tear excepted. State facilities will be made available to Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**12.2 Contractor Facilities.** Contractor will be responsible for procuring, managing, maintaining and otherwise making available all Contractor Resources necessary to provide the Services in accordance with the Requirements hereunder. If reasonably possible, Contractor will seek and obtain the State's prior written approval for any relocation of any Contractor Facilities at, from or through which the Services are provided and shall attempt to mitigate any impact to the State. Any such relocation shall be without additional cost to the State. No Contractor Facility providing Services pursuant to this Contract shall be located outside the United States.

## **13. AUDIT**

**13.1 Audit Rights.** Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract. At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency

and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software. Notwithstanding anything in this Section to the contrary, audits conducted on Contractor premises shall be limited to systems and data solely related to the State and the Services; provided that if any audit to be conducted by or on behalf of the State would be prevented or restricted because of systems and data that relate to both the State and to other Contractor customers, Contractor will reasonably cooperate to permit an audit that meets the State's needs while not providing access to the confidential information of other Contractor customers or any systems, data or information belonging or relating to any customer other than the State. Further, the State shall only be provided access to cost data which forms the basis upon which the State is charged (e.g., reimbursable expenses, out-of-pocket expenses, or cost-plus charges) and/or are necessary to calculate the applicable variable fees, but not cost components of any fixed price charges. In performing audits, the State and any auditors shall endeavor to avoid unnecessary disruption of Contractor's operations and unnecessary interference with Contractor's ability to perform the Services in accordance with the Service Levels. Any external auditor retained by the State in connection with audits under this Section shall execute a non-disclosure agreement with provisions no less stringent than the Confidentiality provisions herein.

**13.2 Operations Security.** The Contractor shall cause an SSAE 16 SOC 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

#### **14. CONFLICTS OF INTEREST**

Contractor agrees that during the term of this Contract, its performance shall be solely in the best interest of the State. Contractor will not perform services for any person or entity which has also contracted with the State of Vermont in connection with the same project, without express written consent of the State. Contractor shall fully disclose, in writing, any such conflicts of interest, including the nature and extent of the work to be performed for any other person or entity so that the State may be fully informed prior to giving any consent. Contractor agrees that the failure to disclose any such conflicts shall be deemed an event of default under this Contract, and this Contract shall be terminable immediately.

#### **15. MISCELLANEOUS**

**15.1 Taxes.** Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract.

**15.2 Force Majeure.** Neither the State nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control making it illegal or impossible to perform their obligations under this Contract, including without limitation, acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war or riots. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Contract, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**15.3 Marketing.** Neither party to this Contract shall refer to the other party in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or

marketing materials or similar communications to third parties except with the prior written consent of such party prior to release.

**15.4 Payment Disputes.** In order to dispute an invoice, or any part thereof, the State must set forth in writing the amount(s) disputed and the specific basis or reason for the dispute, which shall be reasonably detailed and not general or speculative in nature ("Payment Dispute Notice"). The State shall forward a Payment Dispute Notice to Contractor on or prior to the due date of the invoice disputed. The State shall not dispute any invoice unless the State believes, in good faith, that the State is being charged for Services which have not been provided or at prices higher than those set forth in the applicable Statement of Work(s), or that manifest errors in calculation or the like have occurred, or that the State is otherwise being charged for items contrary to specific provisions in the applicable Statement of Work(s) and/or the other provisions of this Contract. Upon compliance with the foregoing provisions, the State may, at its option, withhold payment of the disputed amount(s) of the invoice, and shall remit to Contractor the undisputed amount(s), if any, in a timely manner. Upon receipt of the Payment Dispute Notice, both parties shall make reasonable, diligent, good faith efforts to resolve the dispute as soon as possible.

**15.5 Disclaimer of Warranty.** EXCEPT AS SPECIFIED IN THIS CONTRACT, NEITHER THE STATE NOR CONTRACTOR MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS CONTRACT AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**15.6 Limitation of Liability.** General Intent. Subject only to the limitations set forth in this Section, a party who breaches any obligations under this Contract shall be liable to the other for damages actually incurred by the other as a result of such breach. The parties agree that the limitations in this Section will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

**15.7 Limit on Types of Damages Recoverable.**

(a) ***EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.***

(b) ***Except as set forth below, each party's aggregate liability to the other party and to any third party for damages under this Contract shall not exceed the amount of all direct provable damages suffered, incurred or sustained by such party hereunder up to the lesser of (i) a cap equal to two times (2X) the maximum contract amount, as the same may be amended, from time-to-time or (ii) \$10,000,000. The following are agreed to be direct damages and neither party shall assert that they are consequential damages or any other form of damages for which recovery hereunder is denied by the provisions of this Section above to the extent that such damages result from Contractor's failure to fulfill its obligations in accordance with this Contract and/or any Statement of Work:***

- i. costs of recreating or reloading any of the State's lost or damaged information;
- ii. costs of implementing a workaround in respect of a failure to provide the Services;
- iii. costs of replacing lost or damaged facilities, equipment, software or other materials of Contractor;

- iv. costs and expenses incurred to correct errors in Contractor facilities, equipment and/or Contractor Software maintenance and enhancements provided as part of the Services;
- v. costs and expenses incurred to procure the Services from an alternate source; and
- vi. straight time, overtime, or related expenses incurred by a party, including overhead allocations of employees, wages and salaries of additional employees, travel expenses, overtime expenses, telecommunication charges, and similar charges, due to the failure of a party to fulfill its obligations or incurred in connection with (i) through (v) above.

**15.8 Exclusions Not Applicable.** The exclusions set forth above shall not apply to (i) fraud, malicious or willful misconduct, recklessness or gross negligence of a party; (ii) any breach of a party's nondisclosure or confidentiality obligations contained in this Contract, or any violation of the Business Associate Agreement (provided that damages payable to a party for a breach relating to personally protected information or the Business Associate Agreement related to Protected Health Information, but not caused by the gross negligence or willful misconduct of such party or its Affiliates or the personnel of either of them, shall be limited to a maximum of two (2) times the maximum contract amount); (iii) improper or wrongful termination of this Contract or abandonment of work by a party, or (iv) a party's failure to comply with Laws.

**15.9 Duty to Mitigate.** Each party shall have a duty to mitigate damages for which the other party is liable. If the Contractor is harmed by a contractor of the State as a result of the acts or omissions or intentional misconduct of such contractor, the State will use reasonable, good faith efforts to assist the Contractor in its efforts to recover damages from such contractor.

The parties understand that the funding for this contract is from state and federal matching dollars. As such, the failure of either state dollars or federal dollars to support the contract is grounds for termination. If this occurs the state agrees to pay for all services provided under the contract until the date of notice to the contractor.

**APPROVAL:**

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

DATE: \_\_\_\_\_

**Attachment F**  
**AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS**

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

**Inspection and Retention of Records:** In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

**Subcontracting for Medicaid Services:** Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the

authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

**Medicaid Notification of Termination Requirements:** Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

**Encounter Data:** Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

**Federal Medicaid System Security Requirements Compliance:** Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or

benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

**Protected Health Information:** Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

**Substance Abuse Treatment Information:** Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

**Protection of Personal Information:** Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name,

social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place of birth, mother's maiden name, etc.

**Other Confidential Consumer Information:** Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

**Data Breaches:** Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

**Abuse Registry.** Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

**Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

**Computing and Communication:** Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the



State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

**Intellectual Property/Work Product Ownership:** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

**Security and Data Transfers:** Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party

will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

10. **Other Provisions:**

**Environmental Tobacco Smoke.** Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

**2-1-1 Database:** If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org).

**Voter Registration:** When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

**Drug Free Workplace Act:** Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

**Lobbying:** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress,

or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

***AHS ATT. F 12.31.16***

**Exhibit A - Approved Special Services Work Requests under this Agreement**

ATTACHEMENT J

Contract #28670 Amendment 1  
Specialized Services Work Request #3

Type of Work:	Development work related to CR# 3 – WEX Health API
Contractor:	Benaissance
Contract #:	28670
Effective Dates:	8/24/2016 to 12/31/2016
Cost:	\$62,500

**Scope of Services**

Provide a single API call for the State of Vermont to use when changing enrollment data to replace the Drop/Add calls the state currently uses. This API call will satisfy the following use case; “As an Administrator I want to be able to cancel subscriber's enrollment in Plan A and add an enrollment into Plan B by launching one call (not multiple calls), so that to get funds from Plan A allocated appropriately.”

**Deliverables**

Contractor will provide updates to the current API and API documentation which allows the state to develop to the new call.

**Payment Provisions**

The Contractor shall invoice the state for the development in support of this Specialized Work Request upon releasing the code to production.

*Payment shall be in accordance with Attachment B, Payment provisions.*

Approval:

[Contractor]	Greg Lembree	
Approval Signature		Date November 16, 2016
DVHA Business Lead:	Lisa Schilling	
Approval Signature		Date 11/16/2016
DVHA Contract Administrator	Susan Whitney	
Approval Signature		Date November 16, 2016

\*Must be signed by all parties prior to commencement of work\*

ATTACHEMENT J

Contract #28670 Amendment 1  
Specialized Services Work Request #2

Type of Work:	Perform Data Reconciliation and Reporting
Contractor:	Benaissance
Contract #:	28670
Effective Dates:	7/1/2016 to 12/31/2016
Cost:	Not to Exceed \$120,000.00 1. Analyst hours will be billed at \$225 per hour 2. Technical hours will be billed at \$275 per hour

**Scope of Services**

Provide reports to the State of Vermont based on data in the ExchangePoint system on an ad hoc basis to be compared by State employees with data in the VHC Siebel system. Using these datasets, the state can identify discrepancies between the VHC Siebel system and the ExchangePoint system. Where data discrepancies exist, the Contractor shall work with the State to perform Root Cause Analysis as requested.

**Deliverables**

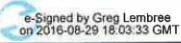
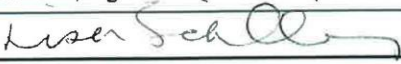
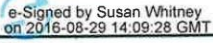
Contractor will provide reports in excel or comma separated values format to the State of Vermont based on the original request from the state and the status of the data in the ExchangePoint system at the time the report is run.

**Payment Provisions**

The Contractor shall invoice the state for the hours of support provided in support of this Specialized Work Request at the completion of the calendar month. Contractor shall provide the number of hours worked as a separate line item on the invoice referencing this work request.

*Payment shall be in accordance with Attachment B, Payment provisions.*

Approval:

[Contractor]	Greg Lembree	
Approval Signature		Date August 29, 2016
DVHA Business Lead:	Lisa Schilling	
Approval Signature		Date 8/25/2016
DVHA Contract Administrator	Susan Whitney	
Approval Signature		Date August 29, 2016

\*Must be signed by all parties prior to commencement of work\*



ATTACHEMENT J

Contract #28670 Amendment 1  
Specialized Services Work Request ~~#1~~ # 7

Type of Work:	Assistance cleaning up 2014, 2015, and 2016 reconciliation issues on Member records using SOAP UI calls to the ExchangePoint solution to update records.
Contractor:	Benaissance
Contract #:	28670
Effective Dates:	7/1/2016 to 12/31/2016
Cost:	Not to Exceed \$37,500.00 (\$150 per hour approximately 250 hours expected)

Scope of Services

Provide SOAP U/I execution and support to clean up Change of Circumstance (COC) backlog items where data previously sent to the Contractor has changed in Seibel and the Carriers, but was not updated in the Contractor's ExchangePoint system related to plan start and end dates. The Contractor shall accept data in spreadsheets from the State and update the Contractor system using the SOAP U/I Pro (or other comparable) software which is licensed to the Contractor for internal use only.

Deliverables

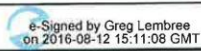
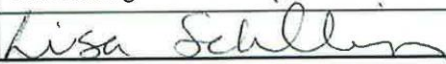
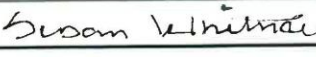
Perform updates to production data based on data provided by the State. Provide a response to the State requestor to allow them to review the updated record in the ExchangePoint system.

Payment Provisions

The Contractor shall invoice the state for the hours of support provided in support of this Specialized Work Request at the completion of the calendar month. Contractor shall provide the number of hours worked as a separate line item on the invoice referencing this work request.

*Payment shall be in accordance with Attachment B, Payment provisions.*

Approval:

[Contractor]	Greg Lembree	
Approval Signature		Date August 12, 2016
DVHA Business Lead:	Lisa Schilling	
Approval Signature		Date 8/11/2016
DVHA Contract Administrator	Susan Whitney	
Approval Signature		Date 8/11/16

\*Must be signed by all parties prior to commencement of work\*

Approval:

[Contractor]	Mark Waterstraat	
Approval Signature	E-SIGNED by Mark Waterstraat on 2016-03-10 21:23:15 GMT	Date March 10, 2016
DVHA Business Lead:	Lisa Schilling	
Approval Signature	E-SIGNED by Lisa Schilling on 2016-03-10 21:34:14 GMT	Date March 10, 2016
DVHA Contract Administrator	Emily Trantum	
Approval Signature	E-SIGNED by Emily Trantum on 2016-03-10 21:38:22 GMT	Date March 10, 2016

\*Must be signed by all parties prior to commencement of work\*

ATTACHEMENT J

Contract #28670  
Specialized Work Request #5

Type of Work:	Perform a 2-way comparison of Siebel and Benaissance data points, to identify discrepancies and perform Root Cause Analysis on the change process between the VHC system and ExchangePoint.
Contractor:	Benaissance
Contract #:	28670
Effective Dates:	2/1/2016 to 2/29/2016
Cost:	Not to Exceed \$50,000.00 1. 100 hours at \$225 per hour for analysis and support of the Root Cause Analysis of discrepancies 2. 100 hours at \$275 per hour for analysis and support of the Root Cause Analysis of discrepancies

Scope of Services

Provide an interim data comparison process to work with OptumInsight, Inc. in finding discrepancies between the VHC Siebel system, and the ExchangePoint system. The goal is to find items where data previously sent to the Contractor has changed in Seibel, but was not updated in the ExchangePoint system, or items changed in the ExchangePoint system are not reflected in Seibel. The Contractor shall work with the State and OptumInsight, Inc. to perform the comparisons of data.

Deliverables

Contractor will work with OptumInsight, Inc. to create a process for comparing data sets from daily changes in a manner allowing for Root Cause Analysis (RCA) to be performed and results provided to the State. Upon creation of this process the Contractor will perform comparison of data on a daily basis from change logs for the duration of this agreement. As RCA work is completed, Contractor and OptumInsight, Inc. will work to provide options for data remediation to the State as well as possible ongoing support of a reconciliation process.

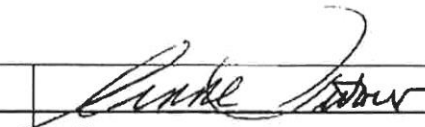
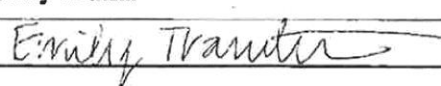
Payment Provisions

The Contractor shall invoice the state for the hours of support provided in support of this Specialized Work Request at the completion of the calendar month. Contractor shall provide the number of hours worked as a separate line item on the invoice referencing this work request.

*Payment shall be in accordance with Attachment B, Payment provisions.*

Approval:

[Contractor]	Mark Waterstraat	
Approval Signature		Date 2/2/16
DVHA Business Lead:	Anne Petrow	

Approval Signature		Date 1/29/16
DVHA Contract Administrator	Emily Trantum	
Approval Signature		Date 2/1/16

\*Must be signed by all parties prior to commencement of work\*

ATTACHMENT J

Contract #28670  
Specialized Work Request #4

Type of Work:	Create a monthly custodial account reconciliation report for the State to satisfy audit requirements.
Contractor:	Benaissance
Contract #:	28670
Effective Dates:	12/1/2015 to 3/31/2016
Cost:	Not to Exceed \$82,000.00 1. 120 hours at \$225 per hour for analysis and support of the design, development, and testing of the custodial account reconciliation report 2. 200 hours at \$275 per hour for analysis and support of the design, development, and testing of the custodial account reconciliation report

Scope of Services

Develop an automated reconciliation report of the custodial funds as of the last day of the month. Development, testing and automation of ongoing reports is included in this request.

Deliverables

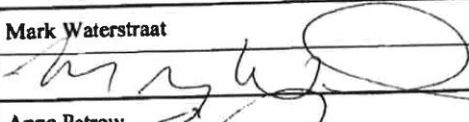
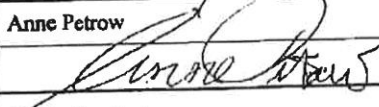
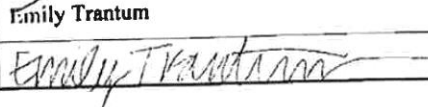
Contractor shall provide a monthly reconciliation report of the custodial funds on the 15<sup>th</sup> of the month. The report will be delivered to the Program Manager (Anne Petrow) listed on page 1 of Contract #28670.

Payment Provisions

The Contractor shall invoice the state for the hours of support provided in support of this Specialized Work Request at the completion of the calendar month. Contractor shall provide the number of hours worked as a separate line item on the invoice referencing this work request.

*Payment shall be in accordance with Attachment B, Payment provisions.*

Approval:

[Contractor]	Mark Waterstraat	
Approval Signature		Date 1/28/16
DVHA Business Lead:	Anne Petrow	
Approval Signature		Date 1/28/16
DVHA Contract Administrator	Emily Trantum	
Approval Signature		Date 1/29/16

\*Must be signed by all parties prior to commencement of work\*

ATTACHEMENT J

Contract #28670  
Specialized Work Request #3

Type of Work:	Perform a 2-way comparison of Siebel and Benaissance data points, to identify discrepancies and perform Root Cause Analysis on the change process between the VHC system and ExchangePoint.
Contractor:	Benaissance
Contract #:	28670
Effective Dates:	1/11/2016 to 1/31/2016
Cost:	Not to Exceed \$50,000.00 1. 100 hours at \$225 per hour for analysis and support of the Root Cause Analysis of discrepancies 2. 100 hours at \$275 per hour for analysis and support of the Root Cause Analysis of discrepancies

Scope of Services

Provide an interim data comparison process to work with OptumInsight, Inc. in finding discrepancies between the VHC Siebel system, and the ExchangePoint system. The goal is to find items where data previously sent to the Contractor has changed in Siebel, but was not updated in the ExchangePoint system, or items changed in the ExchangePoint system are not reflected in Siebel. The Contractor shall work with the State and OptumInsight, Inc. to perform the comparisons of data.

Deliverables

Contractor will work with OptumInsight, Inc. to create a process for comparing data sets from daily changes in a manner allowing for Root Cause Analysis (RCA) to be performed and results provided to the State. Upon creation of this process the Contractor will perform comparison of data on a daily basis from change logs for the duration of this agreement. As RCA work is completed, Contractor and OptumInsight, Inc. will work to provide options for data remediation to the State as well as possible ongoing support of a reconciliation process.

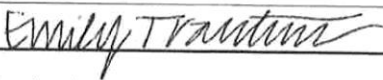
Payment Provisions

The Contractor shall invoice the state for the hours of support provided in support of this Specialized Work Request at the completion of the calendar month. Contractor shall provide the number of hours worked as a separate line item on the invoice referencing this work request.

*Payment shall be in accordance with Attachment B, Payment provisions.*

Approval:

[Contractor]	Mark Waterstraat	
Approval Signature	E-SIGNED by Mark Waterstraat on 2016-01-26 19:16:51 GMT	Date January 26, 2016
DVHA Business Lead:	Anne Petrow	1/21/16

Approval Signature		Date
DVHA Contract Administrator	Emily Trantum	
Approval Signature		Date 1/21/14

\*Must be signed by all parties prior to commencement of work\*



ATTACHEMENT J

Contract #28670  
Specialized Work Request #2

Type of Work:	Assistance in cleaning up 2015 and 2016 reconciliation issues on Member records using SOAP UI calls to the Benaissance ExchangePoint solution to update records.
Contractor:	Benaissance
Contract #:	28670
Effective Dates:	1/1/2016 to 6/30/2016
Cost:	Not to Exceed \$37,500.00 (\$150 per hour approximately 250 hours expected)

Scope of Services

Provide SOAP U/I execution and support to clean up Change of Circumstance (COC) backlog items where data previously sent to the Contractor has changed in Seibel and the Carriers, but was not updated in the Contractor's ExchangePoint system related to plan start and end dates. The Contractor shall accept data in spreadsheets from the State or OptumInsight, Inc. and update their system using the SOAP U/I Pro software which is licensed to the Contractor for internal use.

Deliverables



Perform SOAP U/I updates to production data based on data provided by the State. Provide a response to the State or OptumInsight, Inc. requestor to allow them to review updated state of the record.

Payment Provisions

The Contractor shall invoice the state for the hours of support provided in support of this Specialized Work Request at the completion of the calendar month. Contractor shall provide the number of hours worked as a separate line item on the invoice referencing this work request.

*Payment shall be in accordance with Attachment B, Payment provisions.*

Approval:

[Contractor]	Mark Waterstraat	
Approval Signature	 E-SIGNED by Mark Waterstraat on 2016-01-12 16:52:39 GMT	Date January 12, 2016
DVHA Business Lead:	Anne Petrow	
Approval Signature		Date 1/12/16
DVHA Contract Administrator	Emily Trantum	
Approval Signature		Date 1/12/16

\*Must be signed by all parties prior to commencement of work\*



ATTACHEMENT J

Contract #28670  
Specialized Work Request #1

Type of Work:	Assistance in cleaning up 2015 reconciliation issues on Member records using SOAP UI calls to the Benaissance ExchangePoint solution to update records.
Contractor:	Benaissance
Contract #:	28670
Effective Dates:	9/14/2015 to 12/31/15
Cost:	Not to Exceed \$15,750.00 (\$150 per hour approximately 105 hours expected)

**Scope of Services**

Provide SOAP U/I execution and support to clean up Change of Circumstance (COC) backlog items where data previously sent to the Contractor has changed in Seibel and the Carriers, but was not updated in the Contractor's ExchangePoint system related to plan start and end dates. The Contractor shall accept data in spreadsheets from the State or the State's System Integrator and update their system using the SOAP U/I Pro software which is licensed to the Contractor for internal use.

**Deliverables**




Perform SOAP U/I updates to production data based on data provided by the State. Provide a response to the State or the State's System Integrator requestor to allow them to review updated state of the record.

**Payment Provisions**

The Contractor shall invoice the state for the hours of support provided in support of this Specialized Work Request at the completion of the calendar month. Contractor shall provide the number of hours worked as a separate line item on the invoice referencing this work request.

*Payment shall be in accordance with Attachment B, Payment provisions.*

**Approval:**

[Contractor]	Mark Waterstraat	
Approval Signature	 E-SIGNED by Mark Waterstraat on 2015-12-22 22:49:34 GMT	Date December 22, 2015
DVHA Business Lead:	Anne Petrow	
Approval Signature	 E-SIGNED by Anne Petrow on 2015-12-08 13:38:23 GMT	Date December 08, 2015
DVHA Contract Administrator	Emily Trantum	
Approval Signature		Date

\*Must be signed by all parties prior to commencement of work\*